



# OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

## HALL OF JUSTICE

ALEX VILLANUEVA, SHERIFF



May 21, 2019

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

61 May 21, 2019

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**EXTEND THE TERM OF SOLE SOURCE CONTRACT  
NUMBER 60701 WITH PALANTIR TECHNOLOGIES, INC.  
TO PROVIDE SOFTWARE MAINTENANCE AND SUPPORT  
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is requesting authorization from the Board to execute Sole Source Amendment Number One (Amendment) to extend Sole Source Contract Number 60701 (Contract) with Palantir Technologies, Inc. (Palantir) for continued maintenance and support of Palantir's proprietary Gotham™ business intelligence tools utilized by the Department's Joint Regional Intelligence Center (JRIC).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chair to sign the attached Amendment to the Contract with Palantir to among other things: (1) extend the term of the Contract for three additional years plus three one-year Option Terms beyond the current expiration date of May 31, 2019; and (2) increase the Maximum Contract Sum by \$14,595,093.90.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

*A Tradition of Service*  
— Since 1850 —

2. Delegate authority to the Sheriff, or his designee, to execute change notices and amendments to the Contract in order to: (1) add and/or update standard County Contract provisions as required by the Board or the Chief Executive Office (CEO); and (2) exercise the extension options if it is in the best interest of the County.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On January 17, 2019, in accordance with Board Policy 5.100, the Department provided the Board with an advance notification of its intent to enter into a Sole Source extension to the Contract.

The Palantir Gotham™ software toolset is proprietary. Palantir does not train, certify, license, or otherwise endorse any third party to provide support, maintenance, or upgrade services to the toolset.

Approval of the recommended actions will allow uninterrupted maintenance and support of the proprietary software toolset used by the JRIC, in cooperation with United States governmental directives and policies addressing national security preparedness.

### **Implementation of Strategic Plan Goals**

The Services provided under this proposed Amendment support the County's Strategic Plan, Strategy III.2.3 - Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency, by supporting implementation of technological enhancements and acquisitions that increase efficiency (e.g. infrastructure, software, hardware, applications) including replacement of legacy systems.

### **FISCAL IMPACT/FINANCING**

The total cost for the Amendment, presuming all three one-year options are exercised, is \$14,595,093.90. Palantir's annual price of \$2,432,515.65 for maintenance and support will not increase for the proposed amendment term, including any exercised extensions. The revised Maximum Contract Sum of \$23,919,737.23 includes all extensions.

There is no net County cost for this Contract.

The cost for ongoing maintenance and support will be 100 percent subvented by the Urban Area Security Initiative (UASI) sub-recipient grant funds administered by the city of Los Angeles.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Board approved Sole Source Contract Number 60701 on March 29, 2016. The Contract had a term of one-year from March 29, 2016 through March 31, 2017, with an option to extend for one-year thereafter, through May 31, 2018, plus an additional 12-month extension option, in any increment, through May 31, 2019. The current Contract expires on May 31, 2019.

The Contract requires Palantir to be in compliance with all Board and CEO requirements.

The Chief Information Office (CIO) has reviewed this Board letter and recommends approval. The CIO has further determined that a CIO Analysis is not required for the recommended action as it represents a continuation of the original Contract, and contains no new information technology matters requiring review.

County Counsel has reviewed and approved the Amendment as to form.

All other provisions and conditions of the Agreement will remain the same and in full force and effect.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The current Contract expires on May 31, 2019. Approval of the Amendment will ensure continued Services and uninterrupted operation of the business intelligence tools utilized by the JRIC.

The Honorable Board of Supervisors  
May 21, 2019  
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**CONCLUSION**

Upon Board approval, please return two adopted copies and two original executed copies of the Amendment to the Department's Contracts Unit.

Should you have any questions, please contact Assistant Director David Culver, Fiscal Administration Bureau, at (213) 229-3260.

Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF

A handwritten signature in black ink, appearing to read 'Timothy K. Murakami', with a stylized flourish at the end.

TIMOTHY K. MURAKAMI  
UNDERSHERIFF

A handwritten signature in black ink, appearing to read 'William S. Kehoe', with a stylized flourish at the end.

WILLIAM S. KEHOE  
CHIEF INFORMATION OFFICER



**AMENDMENT NUMBER ONE TO  
CONTRACT NUMBER 60701 FOR  
SOFTWARE MAINTENANCE AND SUPPORT SERVICES**

This Amendment Number One (Amendment) to Contract Number 60701 (Contract) is made and entered into by and between the County of Los Angeles (County) and Palantir Technologies Inc. (Contractor), effective upon execution by the County Board of Supervisors.

- A. WHEREAS, on March 29, 2016, County and Contractor, entered into Contract Number 60701 for Software Maintenance and Support Services for the term of May 29, 2016 through May 31, 2019 ; and
- B. WHEREAS, the Contract will expire May 31, 2019; and
- C. WHEREAS, County and Contractor agree to (1) extend the term of the Contract for an initial three-year period from June 1, 2019 through May 31, 2022, plus three additional one-year option terms, for a total extension term not to exceed six years, (2) increase the Maximum Contract Sum by \$14,595,093.90 to \$23,919.737.33, (3) update Exhibit B (Pricing Schedule) of the Contract, (4) update Exhibit C (Core Software and Application Schedule) of the Contract, (5) revise County-mandated provisions regarding Assignment and Delegation, Consideration of GAIN-GROW Program Participants, County's Quality Assurance Plan, Notice to Employees Regarding The Safely Surrendered Baby Law, (6) add the County-mandated provisions regarding Local Small Business Enterprise (SBE) Preference Program, Zero Tolerance Policy on Human Trafficking, Default Method of Payment: Direct Deposit or Electronic Funds Transfers, County's Compliance with Fair Chance Employment Practices, and Compliance with the County Policy of Equity, and (7) add Exhibit G, (Compliance with Fair Chance Employment Hiring Practices Certification) to the Contract.

NOW THEREFORE, in consideration of the foregoing and pursuant to Paragraph 4 (Change Notices and Amendments) of Exhibit A (Standard Terms and Conditions), County and Contractor hereby agree to amend the Contract as follows:

- 1. Paragraph 4 (Term and Termination), sub-paragraph 4.1 (Term) of the Contract is deleted in its entirety and replaced as follows to extend the term of the Contract through May 31, 2022:

**4. TERM AND TERMINATION**

**4.1 TERM**

The term of this Contract shall commence upon the Effective Date and shall continue through May 31, 2022 (hereinafter "Initial Term"). County, at its sole option, may renew the Contract for up to three (3) consecutive one-year option periods through May 31, 2025 (collectively hereinafter "Extension Options") upon written notice to Contractor, no later than 30 days prior to the expiration of the of the Initial Term of the Contract, of its

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**AMENDMENT NUMBER ONE TO  
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SOFTWARE MAINTENANCE AND SUPPORT SERVICES**

election to exercise its Extension Option(s). Upon such election, the Contract shall continue through May 31, 2025, unless County provides to Contractor a 30-day notice of its election not to exercise the remaining Extension Option(s). The Work hereunder shall be provided at the fees and rates not exceeding those set forth in Exhibit B (Price) during the Extension Options, to the extent County exercises any of its Extension Option(s) beyond the Initial Term.

Should County elect not to renew the Contract beyond the Initial Term, it shall expire on May 31, 2022. Notwithstanding any other provision of this Contract, County has no obligation to extend the Contract beyond the Initial Term ending on May 31, 2022 or beyond any portion of the Extension Option(s), as applicable.

Notwithstanding the term of the Contract, Contractor's obligations with respect to Confidential Information set forth in this Contract and Paragraph 5.1 (Confidential Information) shall survive the termination or expiration of the Contract.

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Contract term extension option.

2. Paragraph 1.5 (Maximum Contract Sum and Sales/Use Tax) of Exhibit A (Standard Terms and Conditions) of the Contract is deleted in its entirety and replaced as follows to increase the Maximum Contract Sum by \$14,595,093.90 for the additional three-year period, and the additional three one-year Extension Options:

**1.5 MAXIMUM CONTRACT SUM AND SALES/USE TAX**

The Maximum Contract Sum for the term of this Contract, pursuant to Exhibit B (Pricing Schedule) to this Contract, shall not exceed TWENTY THREE MILLION, NINE HUNDRED NINETEEN THOUSAND, SEVEN HUNDRED THIRTY SEVEN DOLLARS, AND TWENTY THREE CENTS (\$23,919,737.23) and shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes for the Work provided by Contractor to County pursuant to this Contract. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority.

Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless



**AMENDMENT NUMBER ONE TO  
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County from, all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Contract, and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

3. Exhibit B (Pricing Schedule) of the Contract shall be deleted in its entirety and replaced with the revised Exhibit B (Pricing Schedule), attached hereto, to include pricing for the initial three-year extension period, and the three one-year Extension Option terms.
4. Exhibit C (Core Software and Application Schedule) of the Contract shall be deleted in its entirety and replaced with the revised Exhibit C (Core Software and Application Schedule), attached hereto, to revise the Core Software and Application Schedule.
5. Paragraph 5 (Assignment and Delegation) of Exhibit A (Standard Terms and Conditions) of the Contract is deleted in its entirety and replaced as follows to revise the County-mandated provision:

**5. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS**

- 5.1 Contractor shall notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.
- 5.2 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 5.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give

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majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 5.4 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
6. Paragraph 13 (Consideration of GAIN-GROW Program Participants) of Exhibit A (Standard Terms and Conditions) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision:

**13. CONSIDERATION OF HIRING GAIN-GROW PARTICIPANTS**

- 13.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to Contractor. Contractor shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov) to obtain a list of qualified GAIN-GROW job candidates.
- 13.2 In the event that both laid-off County employees and GAIN-GROW participants are available for hiring, County employees shall be given first priority.
7. Paragraph 18 (County's Quality Assurance Plan) of Exhibit A (Standard Terms and Conditions) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision:



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**18. COUNTY'S QUALITY ASSURANCE PLAN**

County or its agent(s) will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

8. Paragraph 34 (Notice to Employees Regarding the Safely Surrendered Baby Law) of Exhibit A (Standard Terms and Conditions) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision:

**34. SAFELY SURRENDERED BABY LAW**

**34.1 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Attachment A.3, in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

**34.2 Notice to Employees Regarding the Safely Surrendered Baby Law**

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Attachment A.3, (Safely Surrendered Baby Law) of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

9. Paragraph 52 (Local Small Business Enterprise (SBE) Preference Program) is added to Exhibit A (Standard Terms and Conditions) of the Contract as follows to add the County-mandated provision regarding Local Small Business (SBE) Preference Program:

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SOFTWARE MAINTENANCE AND SUPPORT SERVICES**

**52. LOCAL SMALL BUSINESS ENTERPRISE (LBSE) PREFERENCE PROGRAM**

52.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

52.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

52.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

52.4 If Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between the Contract amount and what County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Contract award.

**AMENDMENT NUMBER ONE TO  
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SOFTWARE MAINTENANCE AND SUPPORT SERVICES**

10. Paragraph 53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) is added to Exhibit A (Standard Terms and Conditions) of the Contract as follows to add the County-mandated provision regarding Compliance with County's Zero Tolerance Policy of Human Trafficking:

**53. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

Contractor acknowledges that County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

If Contractor or member of Contractor's staff is convicted of a human trafficking offense, County shall require that Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

11. Paragraph 54 (Default Method of Payment: Direct Deposit or Electronic Funds Transfer) is added to Exhibit A (Standard Terms and Conditions) of the Contract as follows to add the County-mandated provision regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer:

**54. Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 54.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under this Contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

- 54.2 Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.



**AMENDMENT NUMBER ONE TO  
CONTRACT NUMBER 60701 FOR  
SOFTWARE MAINTENANCE AND SUPPORT SERVICES**

- 54.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 54.4 At any time during the duration of this Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.
12. Paragraph 55 (Compliance with Fair Chance Employment Practices) is added to Exhibit A (Standard Terms and Conditions) of the Contract as follows to add the County-mandated provision regarding Compliance with Fair Chance Employment Practices:

**55. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**

- 55.1 Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Paragraph of the Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
- 55.2 Contractor's certification of compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 is attached as Exhibit G (Compliance with Fair Chance Employment Hiring Practices Certification) of this Contract.
13. Paragraph 56 (Compliance with the County Policy of Equity) is added to Exhibit A (Standard Terms and Conditions) of the Contract as follows to add the County-mandated provision regarding Compliance with The County Policy of Equity:

**56. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

Contractor acknowledges that County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its subcontractors to uphold County's expectations of a workplace free from harassment and discrimination,



**AMENDMENT NUMBER ONE TO  
CONTRACT NUMBER 60701 FOR  
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including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

14. Exhibit G (Compliance with Fair Chance Employment Hiring Practices Certification) attached hereto, is added to the Contract to document Contractor's certification of compliance with the fair chance employment hiring practices set forth in California Government Code Section 12952.
15. Except as expressly provided in this Amendment, all other terms, and conditions of the Contract shall remain the same and in full force and effect.
16. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

**AMENDMENT NUMBER ONE TO  
CONTRACT NUMBER 60701 BY AND BETWEEN COUNTY OF LOS ANGELES AND  
PALANTIR TECHNOLOGIES INC. FOR  
SOFTWARE MAINTENANCE AND SUPPORT SERVICES**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment Number One to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number One, or caused it to be duly executed by its duly authorized officer.

COUNTY OF LOS ANGELES

By: *Jamie Hahn*  
Chair, Board of Supervisors

ATTEST:  
CELIA ZAVALA, Executive Officer  
of the Board of Supervisors

By: *Rachelle Smitherman*  
DEPUTY

MAY 21 2019

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By: *Rachelle Smitherman*  
Deputy MAY 21 2019

APPROVED AS TO FORM:  
MARY C. WICKHAM  
County Counsel

By: *Cammy DuPont*  
CAMMY DUPONT  
Principal Deputy County Counsel

PALANTIR TECHNOLOGIES INC.

Signed: *Matt Long*

Printed: Matt Long

Title: Legal Counsel

Date: April 5, 2019



**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

*Celia Zavala*  
CELIA ZAVALA  
EXECUTIVE OFFICER

**EXHIBIT B**  
**PRICING SCHEDULE**  
**FOR**  
**SOFTWARE MAINTENANCE AND APPLICATION SUPPORT**  
**[Amended and Restated Under Amendment Number One]**

**Pricing Schedule for Software Maintenance and Application Support**  
**[Amended and Restated Under Amendment Number One]**

**1. GENERAL**

This Exhibit B (Pricing Schedule) sets forth the pricing and payment terms for the Work to be provided by Contractor under the Contract.

County will pay Contractor the Maintenance Fees for Software Maintenance and Application Support annually in advance, as specified below, as such fees may be appropriately adjusted for Work credits or other adjustments allowed under the terms of the Contract. Maintenance Fees, unless modified by a duly authorized Amendment approved by County's Board of Supervisors, shall not increase above the amounts set forth below.

**2. MAINTENANCE FEES**

Contractor shall provide Maintenance and Support under the Contract at the rates and fees specified below.

<u>Initial Term Period</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Months Coverage</u>	<u>Period of Performance</u>		<u>Price</u>
					<u>From</u>	<u>To</u>	
*1	Software Maintenance and Support, Core Gotham Licenses (10 months)	115	21,152.31	10	8/1/2015	5/31/2016	\$2,027,096.38
	Includes: Software Maintenance and Support, Core Disaster Recovery Licenses (10 months)	128	0.00				
	Includes: Software Maintenance and Support, **Applications (10 months)	29	0.00				
2	Software Maintenance and Application Support, Core Gotham Licenses (12 months)	115	21152.31	12	6/1/2016	5/31/2017	<u>\$2,432,515.65</u>
	Includes: Software Maintenance and Support, Core Disaster Recovery Licenses (10 months)	128	0.00				
	Includes Software Maintenance and Support, **Applications (12 months)	29	0.00				
					<b>Initial Term Period Subtotal</b>		<u>\$4,459,612.03</u>
<u>Extension</u>							
<u>Option Years</u>							
1	Software Maintenance and Support, Core Gotham Licenses (12 months)	115	21152.31	12	6/1/2017	5/31/2018	\$2,432,515.65
	Includes: Software Maintenance and Support, Core Disaster Recovery Licenses (12 months)	128	0.00				
	Includes Software Maintenance and Support, **Applications (12 months)	29	0.00				
2	Software Maintenance and Support, Core Gotham Licenses (12 months)	115	21152.31	12	6/1/2018	5/31/2019	\$2,432,515.65
	Includes: Software Maintenance and Support, Core Disaster Recovery Licenses (12 months)	128	0.00				
	Includes Software Maintenance and Support, **Applications (12 months)	29	0.00				
					<b>ORIGINAL CONTRACT MAXIMUM CONTRACT SUM:</b>		<b>\$9,324,643.33</b>

\* Initial Term Period is retroactive to August 1, 2015, for a period of 10 months



<u>Extension Year</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Months Coverage</u>	<u>Period of Performance</u>		<u>Price</u>
					<u>From</u>	<u>To</u>	
*1	Software Maintenance and Support, Core Gotham Licenses (12 months)	115	21,152.31	12	6/1/2019	5/31/2020	\$2,432,515.65
	Includes: Software Maintenance and Support, Core Disaster Recovery Licenses (12 months)	128	0.00				
	Includes: Software Maintenance and Support, **Applications (12 months)	29	0.00				
2	Software Maintenance and Application Support, Core Gotham Licenses (12 months)	115	21152.31	12	6/1/2020	5/31/2021	<u>\$2,432,515.65</u>
	Includes: Software Maintenance and Support, Core Disaster Recovery Licenses (10 months)	128	0.00				
	Includes Software Maintenance and Support, **Applications (12 months)	29	0.00				
3	Software Maintenance and Application Support, Core Gotham Licenses (12 months)	115	21152.31	12	6/1/2021	5/31/2022	<u>\$2,432,515.65</u>
	Includes: Software Maintenance and Support, Core Disaster Recovery Licenses (12 months)	128	0.00				
	Includes Software Maintenance and Support, **Applications (12 months)	29	0.00				
					<b>Extension Term Period Subtotal</b>		<u>\$7,297,546.95</u>
<u>Extension Option Years</u>							
1	Software Maintenance and Support, Core Gotham Licenses (12 months)	115	21152.31	12	6/1/2022	5/31/2023	\$2,432,515.65
	Includes: Software Maintenance and Support, Core Disaster Recovery Licenses (12 months)	128	0.00				
	Includes Software Maintenance and Support, **Applications (12 months)	29	0.00				
2	Software Maintenance and Support, Core Gotham Licenses (12 months)	115	21152.31	12	6/1/2023	5/31/2024	\$2,432,515.65
	Includes: Software Maintenance and Support, Core Disaster Recovery Licenses (12 months)	128	0.00				
	Includes Software Maintenance and Support, **Applications (12 months)	29	0.00				
3	Software Maintenance and Support, Core Gotham Licenses (12 months)	115	21152.31	12	6/1/2024	5/31/2025	\$2,432,515.65
	Includes: Software Maintenance and Support, Core Disaster Recovery Licenses (12 months)	128	0.00				
	Includes Software Maintenance and Support, **Applications (12 months)	29	0.00				
					<b>Extension Option Term Period Subtotal</b>		<u>\$7,297,546.95</u>
					<b>CONTRACT EXTENSION TERM TOTAL:</b>		<u>\$14,595,093.90</u>
					<b>TOTAL MAXIMUM CONTRACT SUM:</b>		<u>\$23,919,737.23</u>

This Rough Order of Magnitude (ROM) is subject to the terms of the Software Maintenance and Application Support Agreement entered by and between Palantir Technologies Inc. and County of Los Angeles (Contract No. 60701)(as amended).

\*\*All maintained and supported Applications are listed in Exhibit C, Part 2 (Core Software Applications Schedule); this list may be modified via Change Notifications to reflect upgrades and updates made to the system

### 3. CONTRACT SUM

Contract Sum shall be County's maximum obligation under the Agreement and shall include any and all amounts that may be paid by County to Contractor for Maintenance and any Optional Work that County may request Contractor to provide during the term of the Contract. The Contract Sum, unless modified by a duly authorized amendment under the Contract, including any and all sales tax amounts, if applicable, is Twenty Three Million, Nine Hundred Nineteen Thousand, Seven Hundred Thirty Seven Dollars and 23 Cents (\$23,919,737.23) and includes the following components:

CONTRACT SUM COMPONENTS	TOTAL
Maintenance Fees (through May 2025)	\$ 23,919,737.23
<b>CONTRACT SUM</b>	<b>\$ 23,919,737.23</b>

**EXHIBIT C**

**CORE SOFTWARE AND APPLICATION SCHEDULE**

**[Amended and Restated Under Amendment Number One]**

**Exhibit C**  
**Core Software, Part 1 of 2**  
[Amended and Restated Under Amendment Number One]

	Orig PO#	Purchase Date	Description	Qty
GOTHAM BUSINESS INTELLIGENCE TOOLSET	SH-12321611-1	10/4/2011	Conversion from 12/10/2009 Pilot to Deployment- Procurement for Core Perpetual Licenses	18
GOTHAM BUSINESS INTELLIGENCE TOOLSET	SH-12321989-1	11/29/2011	Core Perpetual Licenses, JRIC Procurement	2
GOTHAM BUSINESS INTELLIGENCE TOOLSET	SH-12322375-1	1/26/2012	Core Perpetual Licenses, JRIC Procurement	4
GOTHAM BUSINESS INTELLIGENCE TOOLSET	SH-12323471-1	5/8/2012	Core Perpetual Licenses, JRIC Procurement	30
GOTHAM BUSINESS INTELLIGENCE TOOLSET	SH-13322578-1	1/31/2013	Core Perpetual Licenses, JRIC Procurement	4
GOTHAM BUSINESS INTELLIGENCE TOOLSET	SH-13323247-1	4/15/2013	Core Perpetual Licenses, JRIC Procurement	8
GOTHAM BUSINESS INTELLIGENCE TOOLSET	SH-14323163-1	3/26/2014	Core Perpetual Licenses, JRIC Procurement	34
GOTHAM BUSINESS INTELLIGENCE TOOLSET	SH-14323406-1	4/9/2014	Core Perpetual Licenses, JRIC Procurement	13
GOTHAM BUSINESS INTELLIGENCE TOOLSET	SH-14323985-1	5/27/2014	Core Perpetual Licenses, JRIC Procurement	2
				115
GOTHAM BUSINESS INTELLIGENCE TOOLSET	SH-13323247-1	4/15/2013	Disaster Recovery Licenses, JRIC Procurement	128
				128

\*\*Each Core Perpetual License delivered with Oracle Standard Edition™ database toolset.

Contract No. 60701

Exhibit C

**Exhibit C**  
**Applications, Part 2 of 2**  
**[Amended and Restated Under Amendment Number One]**

PROJECT	TYPE	YEAR COMPLETED	DESCRIPTION
1 Tips/Leads App	App Configuration	2010	Palantir's Workflow application configured for the JRIC's Tips and Leads program. This enables the Fusion Center to intake suspicious activity reports from across the many law enforcement agencies in the region, compare them against each other and all sources of intel at the fusion center, and identify links or patterns of suspicious behavior.
2 Query Helper/Easy Search Helper	App Configuration	2010	Search helper installed and configured with templates to conduct targeted searches of specific datasets to enhance ease of use
3 SharePoint	Data Integration	2010	JRIC SharePoint data integrated from select SharePoint repositories
4 RAPS	Data Integration	2010	RAPS (Regional Allocation of Police Services) integration of calls for service data, offering instant access to millions of 911 call records.
5 CLETS Integration	Data Integration	2011	Integration of patrol data, listing every officer on duty during every single police shift of every day.
6 Memex Integration	Data Integration	2011	CLETS (California Law Enforcement Telecommunications System) integration, a statewide system typically used to obtain DMV information.
7 LARCIS (Fis and RMS)	Data Integration	2011	Memex integration of JRIC Tips & Leads
8 TAU Explosives database integration	Data Integration	2011	LARCIS data integration of LASD Record Management System (RMS) crime data and Field Interviews (Fis)
9 Jail Visitation	Data Integration	2011	One time integration of JRIC's Access DB containing records of explosive related incidents throughout the region
10 ALPR Helper	App Configuration	2012	IVVS data integration of jail visitation data
11 eGuardian Connection	Data Integration	2012	Helper installed and configured with template to search for automated license plate reader data by license plate number or by location; updated in 2015 to include a search by camera/device option
12 Crossroads	Data Integration	2012	Workflow application configured to connect with eGuardian so that Tips and Leads are automatically submitted to eGuardian from Palantir
13 Various Template Framework Exports (T/L Admin report, 3 different TAU reports, ALPR report)	App Configuration	2012-2014	Crossroads data integration of citation data
14 MDC Web	App Configuration	2013	Various templates configured to export data from Palantir in an automated form into a document
15 CTIS and SOL	App Configuration	2013	Palantir lightweight search capability configured so that deputies can access and search data stored in Palantir from their Mobile Digital Computers (MDCs) in patrol cars.
16 RAJIS/DIMMS	Data Integration	2013	Palantir intel application installed and configured to track intel files and reports
17 FLORA Jail Report	App Configuration	2013	RAJIS and DIMMS data integrations of jail booking and inmate jail movement data (both within the jail and externally)
18 ALPRWeb	App Configuration	2013	Helper installed and configured to track inmates by location and quickly determine which other inmates they have been in contact with; done on short suspense to help locate all the other inmates that an ill inmate had come in contact with in order to quarantine/contain spread of disease in jail
19 CWS	Data Integration	2013	Palantir lightweight web-search and map tool installed and configured to quickly search ALPR data by location or by license plate and then create a report and export the data of interest
20 Connection to LAPD Palantir and datasets	App Configuration	2013	Countywide Warrant System (CWS) data integration of warrant information
21 CLETS Administration Tool	App Configuration	2014	Data sharing between JRIC and LAPD Palantir instances as long as LAPD operates a Palantir instance and/or LAPD provides written approval for this data sharing.
22 SWS (Palantir Simple Web Search)	App Configuration	2014	Palantir web interface tool to add/edit user CLETS information and easily manage CLETS access
23 GFPM Authentication	App Configuration	2014	Palantir web search interface configured and installed to allow users to search using different search templates (vehicle, person, keyword, location, tattoo, etc.). It is a simple, intuitive interface that is aimed at users who need to run a quick search and move on.
24 Metrics Manager	App Configuration	2014	Advanced authentication mechanism configured to allow users from external agencies and from LASD to log into Palantir securely using their agency credentials, where those external agencies have implemented a GFPM connection with the JRIC via the PACSO network.
25 Connection to LBPd Palantir and datasets	App Configuration	2014	Palantir RFI Tracking tool installed and configured to allow users to track incoming request for information, keep track of their progress, and note the results/disposition of RFI's. The information entered can be searched/viewed to capture quarterly stats for the JRIC.
26 Training Instance	App Configuration	2014	Data sharing between JRIC and LBPd as long as LBPd provides written approval for this data sharing.
27 PDF Tagger Helper	App Configuration	2014	A separate Palantir instance configured for use exclusively in training
28 JANUS	App Configuration	2015	Palantir PDF tagger helper installed to help analysts capture information in PDF documents
29 PRCs	Data Integration	2015	Palantir web app installed and configured to securely manage confidential informants and sources

Contract No. 60701

Exhibit C



**EXHIBIT G**  
**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING  
PRACTICES CERTIFICATION**

**[Added Under Amendment Number One]**

**Exhibit G**  
**[Added Under Amendment Number One]**

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES  
CERTIFICATION**


Company Name: Palantir Technologies Inc.		
Company Address: 100 Hamilton Avenue, Suite 300		
City: Palo Alto	State: CA	Zip Code: 94301
Telephone Number: (650) 815-0200	Email address: legalnotices@palantir.com	
Contract for Software Maintenance and Support Services		

**CONTRACTOR CERTIFICATION**

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that Contractor and staff performing work under the Contract will be in compliance. Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name: Matt Long	Title: Legal Counsel
Signature: 	Date: April 5, 2019